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NEGOTIATED AGREEMENT

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
1980
UTGERS UNIVERSITY

CUSTODIAL AND MAINTENANCE PERSONNEL

1989/90 and 1990/91

BORDENTOWN REGIONAL SCHOOL DISTRICT (Employee)

BORDENTOWN, NEW JERSEY 08505

X July 1, 1989 - June 30, 1991

ARTICLE I

RECOGNITION

The Board of Education of the Bordentown Regional School District in the County of Burlington hereby recognizes the Bordentown Custodial Organization as the majority representative for collective negotiations concerning the terms and conditions of employment for all custodial and maintenance personnel below the Supervisor of Buildings and Grounds.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations in good faith in an effort to reach agreement on matters concerning the terms and conditions of employment of the custodial and maintenance staff.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board of Education and representatives of the custodial staff.

- B. During negotiations, the Board and custodial personnel may present relevant data concerning points of view, and make proposals and counterproposals. It is agreed that once a proposal is made by either party that no new additional topics will be made the subject of negotiations unless they are agreed to by both parties.
- C. The negotiating representatives of either party shall be designated solely by the party they represent.
- D. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the group represented by the negotiators of the custodial staff and by a majority of the Board of Education.

Both parties agree that during the period of negotiations, information or publicity regarding the negotiations will consist of a joint statement.

ARTICLE III

INDIVIDUAL GRIEVANCE PROCEDURE

Any custodial employee shall have the right to appeal through administrative channels the application of policies and administrative decisions affecting his/her employment. With respect to personal grievances, the individual shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting any appeal. The individual shall have the right to present his/her own appeal or designate another person of his/her choosing to appear with him/her at any step in the appeal.

- A. Any custodial employee who has a grievance shall discuss it first with the Supervisor of Buildings and Grounds in an attempt to resolve the matter informally at that level.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, s/he shall set forth his/her complaint in writing to the Business Administrator. The Business Administrator shall communicate his decision to the employee in writing within five (5) school days of receipt of the written complaint. If the aggrieved person is not satisfied with the outcome of Level A, s/he must file in writing to the Business Administrator within twenty-five (25) working days of the incident giving rise to the grievance.
- C. The employee may appeal the Business Administrator's decision to the Superintendent. This appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Business Administrator and the Supervisor of Buildings and Grounds and shall concur with the concerned parties. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the Business Administrator.
- D. The employee may appeal the Superintendent's decision to the Board of Education. This appeal to the Board of Education must be made in writing and must set forth the grounds upon which the grievance is based. The Board of Education shall request a report on the grievance from the Superintendent and the Business Administrator and shall concur with the concerned parties. The Board of Education shall attempt to resolve the matter as quickly as possible, but within a period not to exceed thirty (30) days. The Board of Education shall communicate its decision in writing, along with supporting reasons, to the employee, the Superintendent and the Business Administrator.

INDIVIDUAL GRIEVANCE PROCEDURE - Continued

E. If the aggrieved party is not satisfied with the disposition of the grievance, or if the Board has not issued its decision within thirty (30) days, the individual may submit the grievance to binding arbitration. Such submission must be within ten (10) days of receipt of the written decision by the Board or following the thirtieth day. Only grievance involving the alleged violations of the express written terms of this agreement may be submitted to arbitration. The arbitrator's decision shall be in writing and shall be final and binding on the parties. The arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific written clause of the agreement which is at issue.

ARTICLE IV

TERMS AND CONDITIONS OF EMPLOYMENT

A. WORK SCHEDULE (daily)

1. Day Custodians 8 hours plus $\frac{1}{2}$ -hour lunch
2. Night Custodians 8 hours including $\frac{1}{2}$ -hour dinner
3. Maintenance Custodians 8 hours plus $\frac{1}{2}$ -hour lunch

SUMMER SCHEDULE (July 1 - August 31)

Length of day shall be eight (8) hours, including lunch, time to be set by the Superintendent or his designee.

HOLIDAY SCHEDULE

When custodians work during a regular scheduled school holiday, the day hours will be the same as summer hours.

B. SALARY AND OVERTIME

1. Contracted salary is for forty (40) hours per week - on guide negotiated with the Board of Education. Custodians will be paid on the same schedule as other employees--every other Friday.
2. All overtime will be paid by the Board of Education at the rate of time and one-half, prorated on the salary of the individuals involved. Overtime shall be paid for all school or non-school functions when it is necessary for the employee to exceed forty (40) hours per week or over eight (8) hours per day.

Double time will be paid for snow removal on Sunday and for work during a "state of emergency." On days that school is closed due to inclement weather (snow), unit members shall be able to leave following approval of the Supervisor of Buildings and Grounds, with pay, upon completion of snow removal.

3. When a person is assigned to another job category, s/he will receive the higher pay rate (scale) from the first day through the duration of the assignment.
4. When overtime is required and there are no volunteers, the Supervisor of Buildings and Grounds shall assign the overtime on a rotating basis starting with the lowest qualified person according to the seniority list by building.

C. LUNCH PERIOD

Each custodian will be permitted to have a thirty (30) minute lunch period. During the summer recess, the lunch period will be forty-five (45) minutes. Period to be designated by the Supervisor of Buildings and Grounds.

D. HOLIDAYS

Each custodian will be permitted the following holidays:

New Year's Day	Memorial Day
Martin Luther King Day	Independence Day
Presidents Day	Labor Day
Good Friday	Thanksgiving (2 days)
Easter Monday	Christmas (2 days)
	New Years Eve Day

The school calendar will take preference in the event school is conducted during any of the holidays mentioned above. If school is open during a holiday, an alternative holiday will be given during the school year at the discretion of the Supervisor of Buildings and Grounds.

E. VACATION PERIODS

1. Vacations are provided for as follows, and must be scheduled and approved by the Supervisor of Buildings and Grounds and the Business Administrator.

a. 1-5 years' service	11 working days
b. 6-8 years' service	13 working days
c. 9-15 years' service	16 working days
d. 16-19 years' service	18 working days
e. 20 years and over	21 working days

NOTE: Years of service include those consecutive years completed in the Districts of Bordentown City, Bordentown Township and Bordentown Regional prior to July 1, 1982.

2. All custodians and maintenance staff members must have vacation time approved by the supervisor. No vacations will be allowed, except by special permission of the Superintendent, during the last two (2) weeks of August or the first week of September.

3. Vacation days are awarded as of July 1 of the year following initial contract. Vacation time earned in the first year will be prorated based on percentage of time worked. (E.g., someone hired in September would receive 75% of vacation days the first year.)

4. An individual may accrue up to twice the number of his/her annual vacation days. (Any unit member negatively affected by this item will have until July 1, 1990, to come within this provision.)

ARTICLE V

SICK AND PERSONAL LEAVE

- A. Sick leave is defined to mean the absence of any person from his/her post of duty because of personal disability due to illness or injury, or because of exclusion from school by the school district's medical authorities as a result of contagious disease, or by being quarantined for disease in the immediate household.
- B. All unit members employed on a twelve (12) month basis shall be entitled to thirteen (13) days paid sick leave per year. Unit members employed on a ten (10) month basis shall receive ten (10) days paid sick leave per year. Sick leave for twelve month employees shall be effective as of July 1 of each year, and for ten month employees as of September 1 of each year. Unit members employed for less than a full school year shall be entitled to sick leave in proportion to the time employed. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- C. Pay for Unused Sick Leave
 - 1. Reimbursement is \$25 per day.
 - 2. A unit member must have a bank of a minimum of twenty-five (25) days accrued to be eligible for reimbursement. Upon reaching eligibility, all days will qualify for payment.
 - 3. Reimbursement will be made upon retirement or leaving the system.
- D. A bonus of \$300 will be paid to each unit member who has taken no sick days during the year.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. Unit members shall be entitled to the following temporary noncumulative leaves of absence with full pay each school year:

1. Death in immediate family (up to five (5) days per occurrence). Immediate family shall mean spouse, parent, child, sibling, grandparent, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, or other blood relative living in household;
2. Illness in nuclear family (two (2) days maximum per year). Nuclear family shall mean parent, spouse, child, or other blood relative living in household.
3. Up to three (3) days personal leave maximum per year. Personal leave is to be taken for personal business that can be done only during work time.
 - a. Request for approval shall be submitted to Supervisor of Buildings and Grounds at least twenty-four (24) hours in advance.
 - b. Will not be granted on days immediately preceding or following scheduled holidays. Also, will not be granted at a time when absence may seriously hinder the overall operation of the school. An exception may be provided if the reason for the leave was an unforeseeable emergency, or if it is absolutely impossible to schedule the matter on another day. Such requests shall have the reasons for such leave stated and be subject to approval by the administration. Leave to attend the funeral of a person not in the immediate family shall be an acceptable reason under this section;
 - c. Approved "emergency" days may be granted with less than 24 hours notice, with reasons stated and approved, including the reason of death in other than the immediate family.
 - d. Unused personal days shall be converted for credit as sick leave under the provisions of Article V of this Agreement.

4. Provisions:

- a. It is expected that the unit member will notify the Supervisor of Buildings and Grounds at least twenty-four (24) hours in advance except in emergencies;
- b. Absence beyond provisions will be with loss of pay;
- c. A day's pay is considered 1/240 of a twelve-month unit member's annual salary. For a ten-month unit member, a day's pay is considered 1/200 of the annual salary.

ARTICLE VII

HEALTH INSURANCE

- A. The Board of Education will provide health insurance and major medical coverage equivalent to the New Jersey State Health Benefits Plan. Coverage will be provided up to and including full-family coverage at the expense of the Board. The Board will also provide an option for the employee to have H.M.O. coverage, with the employee being responsible to pay the difference in premiums between the Blue Cross/Shield/ Major Medical and the H.M.O. coverage.
- B. The Board agrees to assume to a maximum cost of \$300.00 per employee per year the cost of a family prescription drug plan.
- C. The Board will provide an employee dental plan. Each employee may elect to receive, and pay for, extended family coverage.
- D. If an employee has health insurance/major medical coverage through a spouse and elects to drop the coverage provided by the Board, the Board will pay the employee one half of the balance of the premium for that year. Proper assurances will have to be completed to ensure proper coverage on behalf of the employee.
- E. The Board will ensure the maintenance of health benefits equal with the BREA agreement.

ARTICLE VIII

SUPERVISION AND WORK ASSIGNMENTS

- A. All custodians will be assigned and supervised in their jobs by the Supervisor of Buildings and Grounds, the Building Head Custodian and the Night Foreman, in that order. Duties to be performed by each custodian will be in accordance with Board of Education policies previously established.
- B. Night custodians may be required to work days during school vacations. This will be determined by the Supervisor of Buildings and Grounds.
- C. Job descriptions will be available to employees and to the association.
- D. A listing of positions in the bargaining unit that become available in the District during the school year shall be posted in the main office of each school, and a copy shall be given to the Association. Such listing shall include the position title, location, timeline for filling the position and salary range. No position shall be filled prior to the timeline for submission.
- E. Unit members who desire to transfer to another building or assignment shall file with the Supervisor of Buildings and Grounds a written statement of such desire. Such statement shall include the building and shift.

ARTICLE IX

OTHER CONDITIONS OF EMPLOYMENT

- A. The Board of Education will provide \$165 for clothing allowance in 1989-90 and \$185 for clothing allowance in 1990-91. Arrangements must be made through the Supervisor of Buildings and Grounds before purchase is made. The unit members shall be required to wear protective shoes. The shoes shall be selected and paid for by the Board--up to two (2) pairs per year.
- B. Each custodian is required to have an annual physical examination and T.B. test. Examination may be taken at Board expense through the school physician, or at the employee's expense through his/her own physician.
- C. Time clocks and cards will be provided to record hours worked.
- D. Whenever custodians are employed to work at school or other activities, one custodian assigned must have a Black Seal Boiler license, when required by law.
- E. The Board of Education will pay tuition and travel expenses for any custodian who desires to be licensed as a boilerman, through the Burlington County Vocational School. The employee must pay the license fee if s/he successfully completes the course. License is to be hung in the boiler room and renewed as needed.
- F. Each custodian shall have the right to review his/her personnel file and shall have the right to submit a written response to any derogatory material contained in the file. No material shall be placed in the file unless the employee has received a copy. No confidential files will be kept from the employee.
- G. Part-time employees shall be entitled to personal leave-time benefits prorated in accordance with their work schedules, but they must work a minimum of twenty (20) hours/week to get insurance benefits.
- H. Maintenance Equipment: The Board of Education, through the Supervisor of Buildings and Grounds, shall issue to each maintenance person the tools required for assigned work. These tools will be receipted by the maintenance person who shall be responsible for their care and protection. The District shall replace any such tools that are broken, upon receipt of the broken tool; and the maintenance person shall be responsible for any lost or stolen equipment. Tools must be made available for inspection upon request by the Supervisor of Buildings and Grounds.

ARTICLE X

ASSOCIATION RIGHTS AND PRIVILEGES

The association and its representatives shall have the right to use school buildings at reasonable hours for association meetings, with the approval of the administration.

The association President and/or Secretary, with the permission of the Superintendent or Business Administrator, shall have the use of office equipment, supplies and mailboxes for necessary association business.

The association President or his/her designee shall have the right to enter and leave school buildings at reasonable times, if they are not otherwise assigned and provided they notify the building Principal.

Building use will not be granted for any association business that would result in any job action against the school district.

ARTICLE XI

REPRESENTATION FEE

The Board, in accordance with the New Jersey Representation Fee Law, shall deduct representation fees from non-member employees in the unit and shall forward the fees to the association. This fee shall be levied at 85% of the regular membership dues.

ARTICLE XII

NON DISCRIMINATION

The Board and the association agree that there shall be no discrimination and that all practices, procedures and policies shall clearly exemplify no discrimination in hiring, training, assignments, promotion, transfer or discipline on the basis of race, creed, religion, national origin, sex, marital status, or age.

ARTICLE XIII

JUST CAUSE

No employee shall be reduced in rank or compensation or disciplined/reprimanded without just cause. Any such action shall be subject to the grievance procedure herein set forth.

DURATION OF AGREEMENT

IN WITNESS WHEREOF, the Board of Education of the Bordentown Regional School District has caused this agreement to be signed by its custodial representatives and attested to by the Board Secretary.

The provisions of this agreement are binding on all parties for a period of two years, July 1, 1989 through June 30, 1991.

THE BOARD OF EDUCATION

OF THE

BORDENTOWN REGIONAL SCHOOL DISTRICT

IN THE

COUNTY OF BURLINGTON

By:

William E. Cashman, Board President

By:

Dennis A. Hurley, Ed.D., Business Administrator/Board Secretary

By:

Dorothy Haluska, Representative

By:

Stanley Blasczyn, Representative

By:

Terry Moscatiello, Representative

Date:

1989-90

SALARY GUIDES

<u>STEP</u>	<u>CUSTODIAN</u>	<u>BUILDING HEAD CUSTODIAN</u>	<u>MAINTENANCE</u>
0	15,120		
1	15,369	18,920	19,620
2	15,627	19,239	19,939
3	15,973	19,590	20,290
4	16,312	19,909	20,609
5	16,678	20,192	20,892
6	17,072	20,580	21,150
7	17,510	20,832	21,532
8	17,760	21,165	21,865
9	18,008	21,496	22,196
10	18,258	21,828	22,528
11	18,509	22,160	22,860
12	18,756	22,492	23,192
13	19,006	22,824	23,524
14	19,252	23,156	23,856
15	19,504	23,488	24,188

Special stipend of \$950 per year for Night Foreman.

Special stipend of \$700 per year for Groundskeeper.

Special stipend of \$450 per year for Black Seal License.

A shift adjustment of 25¢ per hour will be paid to an individual working the late night shift (approximately 11pm to 7am) for each scheduled hour. This differential will not be paid when the individual works a different shift.

\$250 Career Increment - 10, 14, 18 years in District, all categories.

1990-91

SALARY GUIDES

<u>STEP</u>	<u>CUSTODIAN</u>	<u>BUILDING HEAD CUSTODIAN</u>	<u>MAINTENANCE</u>
0	16,230		
1	16,480	20,300	21,000
2	16,752	20,623	21,423
3	17,034	20,970	21,770
4	17,410	21,354	22,154
5	17,789	21,700	22,500
6	18,179	22,010	22,810
7	18,610	22,345	23,145
8	19,086	22,707	23,507
9	19,358	23,069	23,869
10	19,630	23,430	24,230
11	19,901	23,793	24,595
12	20,175	24,154	24,954
13	20,444	24,516	25,316
14	20,716	24,878	25,678
15	20,985	25,240	26,040
16	21,260	25,602	26,402

Special stipend of \$1050 per year for Night Foreman.

Special stipend of \$800 per year for Groundskeeper.

Special stipend of \$500 per year for Black Seal License.

A shift adjustment of 25¢ per hour will be paid to an individual working the late night shift (approximately 11pm to 7am) for each scheduled hour. This differential will not be paid when the individual works a different shift.

\$300 Career Increment - 10, 14, 18, @ 25 years in District, all categories.